

**CALIFORNIA PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE
DATA COMMUNICATIONS EQUIPMENT
AND ASSOCIATED OEM MAINTENANCE & TRAINING
JUNIPER NETWORKS (US), INC.
MASTER PRICE AGREEMENT
7-08-70-12**

1. **Scope:** This Participating Addendum covers the purchase of Data Communications Equipment and Associated OEM Maintenance & Training for all State Agencies and will include all California local governments/political subdivisions. A local government/political subdivision is defined as any city, county, city and county, district, or other local governmental body or corporation, including the California State Universities (CSU) and University of California (UC) systems, K-12 schools and community colleges empowered to expend public funds. Each local government/political subdivision should make its own determination whether the WSCA program is consistent with their procurement policies and regulations.
2. **Incorporation of WSCA Master Agreement:** The WSCA Master Agreement, as now or hereafter amended made by the original parties thereto during the term of this *Participating Addendum*, is incorporated as if set forth at length. All rights and obligations between the Parties are governed by the terms of the WSCA Master Agreement, as amended by this *Participating Addendum*.

To the extent of a conflict in terms between the WSCA Master Agreement and this *Participating Addendum*, the following descending order of precedence shall apply:

1. *Participating Addendum*
 2. *General Provisions for IT (GSPD 402-IT, dated April 12, 2007)*
 3. WSCA Master Agreement, Attachments A-E, as now or hereafter amended by the State of Utah and Juniper Networks (US), Inc.
3. **Changes:** Changes to the terms and conditions of the signed Master Price Agreement are as follows:
 - a. The California General Provisions (CAGP) Revision 3/17/2008 (GSPD-401Non IT Commodities based on April 12, 2007 standard) for WESTERN STATES CONTRACTING ALLIANCE (WSCA) Data Communications Equipment and Associated OEM Maintenance & Training as attached become a part of this Participating Addendum.
 - b. The California General Provisions (CAGP) shall prevail if there is a conflict between the terms and conditions of the contractor's WSCA State of Utah, Statewide Contract, packaging, invoices, catalogs, brochures and technical data sheets.
 - c. State of Utah, Statewide Contract number Master Services Agreement **AR-229** changed for California to **7-08-70-12**.
 - d. State of Utah, Statewide Contract cover page, is hereby modified as follows: "Original Award Date" changed to "Effective Date _____".
 - e. DGS Warranty

CAGP Item 18.e.(i). shall read: the opportunity for re-performance, repair, or replacement of the nonconforming Deliverable (including without limitation an infringing Deliverable) or service prior to request for refund; or
 - f. DGS Limitation of Liability

CAGP Item 26.c. shall read: Nothing herein shall be construed to waive or limit the State's sovereign immunity or any other immunity from suit provided by law.

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g. DGS Indemnification

CAGP Item 28 shall read: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all third party claims, costs (including without limitation reasonable attorneys' fees), and losses due to the injury or death of any individual, or the loss or damage to any real or tangible personal property, resulting from the willful misconduct or negligent acts or omissions of Contractor or any of its agents, subcontractors, employees, suppliers, laborers, or any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Contract. Such defense and payment will be conditional upon the following:

- a. The State will notify Contractor promptly of any such claim in writing and tender the defense thereof within a reasonable time; and
- b. Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); and (ii) the State will reasonably cooperate in the defense and in any related settlement negotiations.

h. DGS Newly Manufactured Goods

CAGP Item 32, Newly Manufactured Goods, shall read: Except as noted in Section 18, Warranty, all Goods furnished under this Contract shall be newly manufactured Goods; used or reconditioned Goods are prohibited, unless otherwise specified.

i. DGS Rights in Work Product

CAGP Item 37, Rights in Work Product, is deleted in its entirety.

j. DGS Examination and Audit

CAGP Item 40, Examination and Audit, shall read: Examination and audit shall be governed by WSCA Master Agreement, Attachment B, Clause 38. During the audit, Contractor shall provide and make available an authorized representative to provide access to required information and records.

k. DGS Termination of Contract

The State may terminate this contract at any time upon one-month prior written notice. Upon termination or other expiration of this contract, each party will assist the other party in orderly termination of the contract and the transfer of all assets, tangible and intangible, as may facilitate the orderly, nondisrupted business continuation of each party. This provision shall not relieve the contractor of the obligation to perform under any purchase order or other similar ordering document executed prior to the termination becoming effective.

- l. At the State's sole option, the Department of General Services (DGS) reserves the right to invoke negotiations pursuant to Public Contract Code Section 6611, in accordance with existing guidelines and procedures adopted by the Department of General Services.

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m. Reports & Administrative Fee:

A report shall be submitted to the California Contract Administrator for all California purchases (State and Local Government/Political Subdivisions) providing the following information:

Agency Name, Purchase Order Number, Purchase Order Date, Total Purchase Order Amount, WSCA Administrative Fee Dollar Amount, Agency Contact Name, Agency Address, Agency Telephone Number, Total Dollars for the quarter.

The Contractor shall submit a check, in addition to the report, payable to the State of California for the calculated administrative fee for an amount equal to one percent (0.01) of the sales for the quarterly period. This fee shall be included as an adjustment to contractors WSCA pricing and not invoiced or charged to the purchasing entity.

A report is due even when there is no activity. Any report that does not follow the required format or that excludes information will be deemed incomplete. Failure to submit reports and fees on a timely basis shall constitute grounds for suspension of this agreement. Reports and fee delivery will be in accordance with the following schedule.

Calendar Quarter 1	(JAN 1 to MAR 31)	Due APR 30
Calendar Quarter 2	(APR 1 to JUN 30)	Due JUL 31
Calendar Quarter 3	(JUL 1 to SEP 30)	Due OCT 31
Calendar Quarter 4	(OCT 1 to DEC 31)	Due JAN 31

Payment of the administrative fee by Contractor shall be made to DGS irrespective of reimbursement by each participating entity.

The administrative fee check and report should be submitted to the following address:

Cynthia Okoroike
Department of General Services
Procurement Division
Multiple Award Program
707 Third Street, 2nd Floor, West Sacramento, CA 95605

n. The primary state government contact for this Participating Addendum is as follows:

Department of General Services
Procurement Division
Multiple Award Program
707 Third Street, 2nd Floor, West Sacramento, CA 95605
Contact: Cynthia Okoroike
E-mail: cynthia.okoroike@dgs.ca.gov
Phone: (916) 375-4389
Fax: (916) 375-4663

o. The primary Juniper Networks (US), Inc. CUSTOMER contact for this Participating Addendum is as follows:

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Juniper Networks (US), Inc.

Address: 2251 Corp. Park Dr. Ste. 100

Herndon, VA 20171-2808

Contact: Michela Mezo

Email: mmezo@juniper.net

Phone: 801/942-0247

Fax: 866/535-3473

p. Price Agreement Number:

The price agreement number for the Participating State is 7-08-70-12. The Master Price Agreement Number MUST be shown on all Purchase Orders issued against this Agreement.

This Addendum and the Master Price Agreement together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms.

q. Effective Dates:

This Participating Addendum shall be effective upon approval by the Department of General Services and will continue until the End Date of the Master Price Agreement. Lead State amendments to extend the term date are automatically incorporated into this Participating Addendum unless terminated early in accordance with the terms and conditions of the Master Price Agreement or this Participating Addendum.

r. Servicing Subcontractors/Resellers:

Juniper Networks (US), Inc. intends to facilitate all State of California business through the servicing subcontractors/resellers channel. Juniper Networks, Inc.'s servicing subcontractors/resellers must agree to the terms and conditions of the State of California WSCA contract via a sub-contract agreement with Juniper Networks, Inc. in order to accept purchase orders under the State of California WSCA contract.

A list of approved servicing subcontractors/resellers shall be listed and updated regularly at http://www.juniper.net/solutions/public_sector/state_and_local/index.html (click on WSCA tab)

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The process for customer ordering will be as follows:

1. Locate State of California WSCA Pricing at:
http://www.juniper.net/solutions/public_sector/state_and_local/index.html (click WSCA)
2. Address purchase orders to:
Contractor
c/o servicing subcontractors/reseller
Servicing subcontractors/resellers address
3. Send completed order to servicing subcontractors/resellers. All purchase orders must state "WSCA Contract # 7-08-70-12"
4. All billing and deliveries shall be done by the reseller.

IN WITNESS WHEREOF, the parties have executed this Participating Addendum as of the date of execution by both parties below.

State of California:

Juniper Networks (US), Inc.

By: _____

By: _____

Name: Jim Butler

Name: _____

Title: Deputy Director

Title: _____

Date: _____

Date: _____